

FILED
Clerk
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

By _____
(Deputy Clerk)

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I, Delma Bantillo, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. Sometime in January, I went to L&T to apply as hand packer. I filled up the application form at home and came back to L&T the following day and filed it. I was told that L&T would just call me for further information.
3. After several days, a certain Marlyn called me to report to L&T for interview. During the interview, Cory Quing asked me, among others, about my experience in Packing. I was also interviewed by Amy Tse who asked me almost the same questions asked by Cory Quing earlier.

I.
MEDICAL FEES
(Physical Examination Fee
and Health Certificate Fee)

4. Two days thereafter, Marlyn called me and asked me to bring all the requirements to L&T.

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ORIGINAL

5. At L&T, Baby Lopez asked me about my health certificate which she noted had not yet expired. She then told me that L&T would use my health certificate.

II.
CONTRACT SIGNING

6. Prior to my employment at L&T, I have had several employers in the CNMI. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

7. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing , and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading it. The HR staff was rushing me and other applicants by insisting that I and the other applicants I saw present, hurry up and quickly sign, without delaying the document processing. From the mood and way the HR staff was acting, I was made fearful that if I didn't just sign the signature page as instructed, I would lose the job opportunity especially since none of the other applicants I saw there held up the line by or took time

1 to read the contract document. I observed the HR staff acting the same way
2 with other workers who signed before and after my turn. Neither Baby Lopez,
3 nor any one else, ever showed me my contract document until the time and
4 date they asked me (us) to sign at HR. I was never given a copy of the L&T
5 contract document I signed before my termination on or about May 13, 2004.
6 After my termination I was surprised when I later learned of some of the terms
7 and conditions in L&T's self-styled contract. Had I known that L&T contract
8 contained terms restricting me from being employed with other competing
9 companies in Saipan and allowing L&T to terminate me at any time as a
10 reduction in force, I would not have agreed to it or signed it.

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III.
PERFORMANCE EVALUATION

8. There was no individualized measurement or testing to determine my or
each Packer's individual performance or production. The only production
measurement or test was done by counting the output (production) from each
of the different lines of Packers. There was really no way for me as an
individual packer to control or show an increase in the number of products
because I was just one individual on the line with many others. In the
packing section our work was performed by groups of workers on so-called
lines. The packages or items we were assigned to work on often varied from
day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who
is a Chinese. When I and other Filipino workers tried to ask her questions
regarding our work she could not answer nor explain because she does not
speak english fluently. (See Defendant's Response to Plaintiffs' First Set of

1 Request for Interrogatories No. 49a).

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3 IV.
4 TERMINATION

5 9. I was employed and worked for L&T International Corporation as a hand
6 packer from February, 2004, until May 13, 2004, when I and other workers
7 in the hand packing section were summoned by the calling of our individual
8 names over the public address system, to report to the Human Resources (HR)
9 office. I believe and understand we were called in two batches, one about 3:00
10 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres, page 97, lines 14-17).

11 10. I did not know why we were being called to come to HR. I thought that
12 we were being called regarding receipt of our anticipated ATM Cards that L&T
13 had previously given us and had us fill out an application for, as they told me
14 and other workers present, to make it easier and more convenient for (us)
15 workers to access and get our anticipated bi-weekly wage payments without
16 having to stand in line waiting for and trying to cash payroll checks. I was
17 made more assured of my continued employment and anticipated pay check
18 by L&T having asked me and other workers to set up these ATM accounts to
19 facilitate our anticipated payroll check payments.

20 11. As we arrived at the designated meeting room, I observed other workers,
21 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
22 staff, were present at the May 13, 2004 meeting.

23 12. I did not see or hear Corazon Quing read or reading from any document
24 or the so-called "communication plan" as described and stated in Exhibit "A"
25 attached to the Declaration of Corazon Quing.

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1 13. More specifically, I (we) were not told as stated by Corazon Quing that we
2 the workers, had the right to appeal our termination to the "Legal
3 Department" of L&T or to any one else.

4 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
5 2004 meeting, informed us, that the purpose of the so-called second check
6 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,
7 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
8 as proposed RIF workers, that I (we) be given "written notice of separation at
9 least 15 days prior to the effective date of separation, or severance pay in lieu
10 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
11 20-24).

12 15. It was my honest belief that I and my co-workers were terminated on May
13 13, 2004 and that the termination was effective immediately on and from May
14 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
15 that today (May 13, 2004) was our last day of employment and they demanded
16 that we give up and turn in our company ID cards which were required and
17 needed for company employees to freely enter company premises; and more
18 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
19 clock in or out without them, in addition to being required to "turn over any
20 and all company properties in your possession... on or before May 13, 2004"
21 as stated in the Notice of Termination. (See Ex. "D," Defendant's
22 Memorandum).

23 16. As a result I believed and felt that I was terminated and forced to stop
24 working on May 13, 2004, the same date that the Notice of Termination (dated
25 May 12, 2004) was given to me. Hence, I was not given the required prior

1 notice of termination and/or of the RIF.

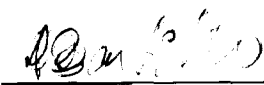
2 17. I and the other plaintiffs worked a set work schedule and shift, and
3 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
4 for a total of forty-two (42) hours each work week, which included two (2) hour
5 overtime each work week while employed at L&T. At the time of my
6 termination, no one from L&T offered to assist me in finding other employment
7 or told me that they would or could assist me in getting work with affiliate
8 companies of L&T.

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10 V.
11 EMOTIONAL DISTRESS

12 18. The way L&T broke the news of termination to us, not individually or privately,
13 but *en masse* in front of all the other employees, resulted in wailing, crying and
14 shouting and pandemonium among the workers present; I and the other workers
15 present were crying and hugging each other and trying to console one another. I was
16 shocked, and dumbfounded. After the termination, I walked aimlessly, no sense of
17 direction. I kept worrying about our future. I could not sleep.

18 19. Whenever I applied for employment, prospective employers are turned-off
19 by the fact that I was terminated by L&T. Termination casts derogatory or bad
20 effect on applicant's credentials. The termination left me physically and
21 emotionally drained from the severe emotional distress caused thereby.

22 I declare under penalty of perjury that the foregoing is true and correct
23 and that this declaration was executed this 28th day of September, 2006.

24 /S/ 
25 Delma Bantillo
Declarant